AGREEMENT BETWEEN

WEBSTER COUNTY

AND

TEAMSTERS LOCAL 238
DEPUTY SHERIFF'S

JULY 1, 2006 TO JUNE 30, 2009

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PREAMBLE

This agreement is executed by Webster County, hereinafter called "Employer", and Teamsters Local 238 (Deputy Sheriffs), hereinafter called "Union".

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Webster County in the following bargaining unit as defined by the Public Employment Relations Board, Case No. 1391, to-wit:

Included: All deputies of the sheriff's office of Webster County, lowa, including all deputies, sergeants and lieutenants.

Excluded: Webster County Sheriff and office clerical employees and all others excluded by Section 4 of the Act.

ARTICLE 2 INTENT AND PURPOSE

<u>Section 1.</u> The Employer, the Union and the employees recognize and declare the necessity of providing the most efficient and highest quality of services for the citizens and taxpayers of Webster County.

<u>Section 2.</u> The Employer, the Union and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this agreement, and to assure the effective and efficient operation of Webster County.

ARTICLE 3 MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers and authority vesting in Webster County, its Board of Supervisors and sheriff, which are not specifically limited by the express language of this agreement, are retained.

ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

<u>Section 1.</u> The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost, consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- A. That it will cooperate with the Employer and support its efforts to assure a full and fair days work on the part of its employees.
- B. That it will cooperate with the Employer to combat absenteeism and any other practice which restricts efficient operations of the Employer.
- C. That is will earnestly strive in improve and strengthen good will between and among the county and its employees, the Union, and the public.

<u>Section 2.</u> The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or nonmembership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the employer.

ARTICLE 5 ADJUSTMENT OF GRIEVANCES

<u>Section 1.</u> A grievance is defined as a dispute between an employee and the Employer concerning interpretation, application or violation of the express terms of this agreement. Should an employee have a grievance, it shall be adjusted in the following manner:

- Step 1. An employee who claims a grievance shall present such grievance orally, to his supervisor within three (3) working days after the occurrence upon which the grievance is based. The employee at his/her option may present the grievance with a representative of the Union. A supervisor should give his oral answer to the grievance within three (3) working days after the grievance was presented to him.
- Step 2. If the grievance is not settled in Step 1, it may be appealed by the employee and/or his steward within five (5) working days after the answer of the supervisor. The grievance shall be reduced to writing, signed by the aggrieved employee and/or the steward, and shall state the facts and specific section of the agreement alleged to have been violated, and the remedy of relief sought. The written grievance shall be promptly submitted to the Sheriff or his designated representative who should give his answer, in writing, to the employee and steward within five (5) working days after the grievance has been presented to him.
- Step 3. If the grievance is not settled in Step 2, it may be appealed to arbitration by the Union by written notice of the request for arbitration, submitted to the sheriff within seven (7) calendar days after the receipt of the Employer's Step 2 answer. Said written notice shall be signed by a representative of the Union, shall state the facts and the specific section of the agreement which is to be considered by the arbitrator, and the remedy or relief sought. When a timely request has been made for

arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board to submit a list of seven (7) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination, and thereafter, each shall, in that order, alternately strike a name from the list, and the seventh (7th) and remaining person shall act as the arbitrator.

- <u>Section 2.</u> The failure to bring or appeal a grievance to the next step within the applicable time specified above shall bar the grievant from appealing the grievance further, and any such grievance shall be considered as settled.
- <u>Section 3.</u> The failure to process a grievance within the applicable time specified above shall bar the grievant from further pursuit of the grievance, and any such grievance shall be considered settled. The failure by the Employer to reply within the applicable time specified above shall be deemed a denial of the grievance which may then a appealed to the next step.
- <u>Section 4.</u> An arbitrator selected pursuant to the provisions of Step 3 shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have not authority to add to, subtract from, modify or amend any terms of this agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer, the Union, and the aggrieved employee(s).
- <u>Section 5.</u> The arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 341A, Code of lowa, 1993.)
- <u>Section 6.</u> The Employer and the Union shall share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of a hearing or a transcript. Any other expenses shall be paid by the party incurring them.

ARTICLE 6 WORK STOPPAGE

- <u>Section 1.</u> The Employer agrees that during the term of this agreement, it will not engage in any lockout of it employees.
- <u>Section 2.</u> The Union agrees that neither it not its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

<u>Section 3.</u> No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

<u>Section 4.</u> In the event of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE 7 CHECKOFF

The Employer will make monthly deductions from the wages of each employee covered by this agreement who has provided the Employer with a written authorization therefore, for monthly Union dues and initiation fees in the amount certified in such authorizations, and remit such monies to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the succeeding month. Any such authorization may be revoked by an employee at any time upon thirty (30) days written notice to the County and to the Union and shall automatically be cancelled upon termination of employment. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE 8 WAGES

Reference is made here to Exhibit A, Salary Schedule. By this reference, Exhibit A becomes part of this Agreement.

ARTICLE 9 OVERTIME

The normal work week for a deputy shall be seven (7) consecutive days. For those deputies working a Monday through Friday shift, the normal work week will be from Sunday through Saturday. For those deputies who work a continuous shift, the normal work week shall be the seven (7) day period commencing with the Sunday following July 1, 1995. The normal work week shall consist of forty (40) hours per week.

Employees scheduled Monday through Friday will be paid time and one-half $(1\ 1/2)$ for hours worked over 40 hours. All other employees will be paid time and one-half $(1\ 1/2)$ for hours worked over 42.5 hours.

The deputy shall possess the option to receive pay for overtime worked or to take the compensatory time off. Overtime payment and compensatory time accumulation shall be consistent with the Fair Labor Standards Act as amended.

Nothing in this article shall be construed as a guarantee of forty (40) hour work week or preclude scheduling changes to avoid the payment of overtime.

ARTICLE 10 INSURANCE

<u>Section 1.</u> The Employer will pay 100 percent of the employee's single premium for the County's hospital, medical insurance and prescription drug insurance plan. If an employee desires to cover his/her eligible dependents, he/she may do so by paying twenty-five percent (25%) of the dependent (family minus single) premium.

An employee desirous of coverage under the Plan shall request such coverage within 30 days of the commencement of employment and shall do so through the Webster County Auditor's Payroll Clerk. Underwriting requirements may apply to any registration after said 30 days. Coverage becomes effective the first of the month following 30 days of employment.

<u>Section 2.</u> The Employer will pay 1.00 percent of the premium for a \$10,000.00 term life insurance policy for nonprobationary employees.

ARTICLE 1 1 HOLIDAYS

Full-time employees shall be given 10 holidays per year. Said holidays shall be scheduled subject to sheriff's approval.

ARTICLE 12 VACATIONS

Vacation Earned per Calendar Month

Regular full-time employees accrue paid vacation as shown below:

Length of Employment

During 1 st year	3.34 hours
During 2 nd - 4 th year	6.67 hours
During 5th - 9th year	10 hours
During 10th year +	13.34 hours

No more than two (2) weeks vacation may be carried forward to the next year.

ARTICLE 13 SICK LEAVE

Full-time employees earn ten (10) hours of sick leave per month worked. Sick leave may be accumulated to one thousand (1000) hours.

ARTICLE 1 4
FUNERAL LEAVE

Section 1. An employee will be granted up to five (5) days of funeral leave, chargeable against sick leave, to attend the funeral of the employee's spouse, children or

stepchildren, parents or stepparents, mother-in-law, father-in-law, brother, sister, grandparents or grandchildren.

<u>Section 2.</u> In special cases involving unusual travel or other circumstances, the sheriff may grant additional leave.

<u>Section 3.</u> The sheriff may allow an employee one (1) day of funeral leave with no loss of compensation to attend the funeral of members of the family not included above or permanent members of the immediate household.

<u>Section 4.</u> The sheriff may also allow an employee the necessary time off for attendance at the funeral of a fellow employee or a close family friend subject to the maintenance of needed personnel on duty.

<u>Section 5.</u> The decisions of the sheriff under Sections 2, 3 and 4 of this article shall not be subject to the grievance procedure, Article 5, except where the sheriff's decision is arbitrary or capricious.

ARTICLE 1 5 UNIFORM AND CLOTHING PROVISIONS

<u>Section 1.</u> Each deputy sheriff in the bargaining unit shall receive cleaning and minor repairing (replacement of buttons, repair of minor tears and rips, etc.) of his or her uniform to a maximum allowance of \$225.00 per year. The Employer will designate a cleaning establishment and pay the establishment directly.

<u>Section 2.</u> All said employees entitled to uniform cleaning and minor repairing shall be responsible for keeping their uniforms in clean and good condition.

<u>Section 3.</u> Each employee shall receive a replacement for those items of clothing that have been destroyed through performance of duty. The term destroyed shall include damage to the extent that wearing of such an item will not comply with the uniform requirements of the sheriff. Expenditures under this subsection shall not violate expenditure maximums under Code Section 337A.2.

ARTICLE 16 PERSONAL PROPERTY

Personal property required by the sheriff to be carried on duty (watches and glasses only) shall be replaced in the event of destruction or damage in performance of duty. Glasses will be replaced at actual cost at an establishment designated by the sheriff. Watches will be replaced to a maximum reimbursement of \$40.00.

ARTICLE 17 HEALTH AND SAFETY

<u>Section 1.</u> The Employer agrees to conform to all legal requirements regarding health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements.

<u>Section 2.</u> All new employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties.

<u>Section 3.</u> Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle to their immediate supervisor.

<u>Section 4.</u> Employees shall use equipment furnished by the Employer properly and shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

<u>Section 5.</u> Employees shall service and maintain their assigned vehicles in conformance with department rules and regulations.

ARTICLE 18 INDEMNIFICATION OF EMPLOYEES

The County shall maintain a liability insurance policy covering act and omissions of deputies in the performance of their duty within the scope of the employment as deputy sheriffs of the County.

ARTICLE 1 9 PROBATIONARY PERIOD

A new employee shall serve a probationary period of one (1) year, or if the deputy has completed training as outlined in 341A.11, Code of lowa, six (6) months. Probationary employees may be terminated for any reason without recourse to the grievance procedures or Chapter 341A during probation.

ARTICLE 20 CONTRACTS

The County shall print and distribute to all bargaining unit members a copy of this agreement. The Union shall reimburse the County of one-half (1/2) the expense involved in printing the agreement.

ARTICLE 21 GENERAL CONDITIONS

<u>Section 1.</u> This agreement shall be construed under the laws of the State of lowa. Whenever the context of this agreement permits, the masculine general includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

<u>Section 2.</u> In the event any provision of this agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this agreement.

<u>Section 3.</u> The Union and the Employer acknowledge that during negotiations which resulted in this agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this agreement.

<u>Section 4.</u> Whenever reference is made in this agreement to the sheriff, such term shall also include the designated representative of the sheriff.

<u>Section 5.</u> Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party and forwarded by certified mail, such notice shall be addressed as follows:

To the Employer:

To the Union:

Webster County Board of Supervisors Webster County Courthouse Fort Dodge, Iowa 50501 Teamsters Local 238 2425 Delaware Des Moines, IA 50317

ARTICLE 22 EFFECTIVE PERIOD

This agreement shall be effective from July 1, 2006, and shall continue through June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 27 have day of Fahricana, 2006.

WEBSTER COUNTY, IOWA

By Chairman, Board of Supervisors

By Chairman, Board of Supervisors

By Member, Board of Supervisors

EXHIBIT A SALARY SCHEDULE

	<u>7-1-06</u>	7-1-07	7-1-08
Start	35,446.34	36,509.73	37,605.02
6 months	37,379.78	38,501.17	39,656.21
1 year	38,668.73	39,828.80	41,023.66
2 years	41,891.13	43,147.86	44,442.30
3 years	45,113.58	46,466.99	47,860.99
4 years	46,736.71	48,138.81	49,582.98
5 years	48,335.91	49,785.99	51,279.57
*Sergeant	46,402.47	47,794.54	49,228.38
*Lieutenant	51,558.31	53,105.06	54,698.21

^{*}Sergeants and Lieutenants employed/promoted prior to July 1, 2003 who are above the classification rate are eligible for a 3.0% increase effective July 1, 2006; 3.0% effective July 1, 2007; and 3.0% effective July 1, 2008.

As some deputies will work fluctuating hours within a work period as defined in Article 9: Overtime, it is expressly agreed that the annual compensation divided by twenty-six (26) shall be the biweekly pay, regardless of hours actually worked, subject only to modifications under the provisions of the overtime article for overtime hours worked.

College Stipend Employees hired after July 1, 2003 are not eligible for the college stipend. Deputy Sheriffs employed before July 1, 2003 will be paid an additional \$1800.00 per year for a two (2) year AA Degree in law enforcement or a four (4) year BA/BS Degree.

Longevity Employees hired after July 1, 2003 are not eligible for longevity pay. Deputy Sheriffs hired before July 1, 2003 will be paid a longevity stipend in the amount of twenty-five dollars (25.00) per month for every three (3) years of completed service as of July 1st. Said stipend shall not exceed four (4) increments or one hundred (\$100.00) per month. Longevity increases per this paragraph shall be effective commencing July 1st after the qualifying anniversary year.